

NOT SPECIFIED /OTHER

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE		PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO 056		3 EFFECTIVE DATE 09/29/2009		4 REQUISITION/PURCHASE REQ. NO	
5 PROJECT NO (if applicable)		7 ADMINISTERED BY (if other than Item 6)		CODE 03001	
6 ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202		CODE 03001		7 ADMINISTERED BY (if other than Item 6) EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	
8 NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) WEST VALLEY ENVIRONMENTAL SERV Attn: DAVID R. PETHICK 720 PARK BLVD P.O. BOX 73 BOISE ID 837296001		(x)		9A AMENDMENT OF SOLICITATION NO	
CODE 626195270		FACILITY CODE		9B DATED (SEE ITEM 11)	
		X		10A MODIFICATION OF CONTRACT/ORDER NO DE-AC30-07CC30000	
				10B DATED (SEE ITEM 11) 06/29/2007	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. . . is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12 ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
X	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.243-2 Changes Cost Reimbursement (AUG 1987) Alternate 1 (APR 1984)
	D OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not: X is required to sign this document and return 3 copies to the issuing office

## 14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)


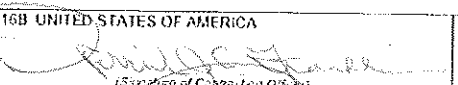
Tax ID Number: 94-1381538

DUNS Number: 626195270

Sub to Retent: N

Period of Performance: 05/07/2009 to 06/30/2011

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A as heretofore changed, remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print) STEVEN D. WARREN DEPUTY PROJ MGR		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Derrick J. Franklin	
15B CONTRACTING OFFICER  (Signature of person authorized to sign)		16B UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C DATE SIGNED 9/30/09		16C DATE SIGNED 9/30/09	

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Previous edition unusable

STANDARD FORM 30 (REV 10-89)  
Prescribed by GSA  
FAR (48 CFR) 53.243

NOT SPECIFIED /OTHER

- A. The purpose of this Modification (M056) is to definitize Change Order Modification M043 by including the work scopes identified in the attached PWS into the prime CPAF contract and modify section B, C and H of the contract. The definitized amount totals \$73,875,000 in costs of which \$1,404,172 is allocated to base fee, and \$2,262,238 is allocated to award fee. The Contractor accepts this modification as an accurate reflection of actual negotiations and in full satisfaction for performance of all the work and claims for work scopes negotiated.
- B. The contract is increased by \$73,875,000.00 to reflect the results of negotiation associated with performance of the Recovery Act work scopes in accordance with the attached Performance Work Statement. The contract increase applies solely to Recovery Act work, and is not intended to cover costs, or fee associated with performance of base contract work.
- C. Paragraph B.2 "Estimated Cost, Base and Award Fee," is revised as shown below and in the attached replacement pages to apply Recovery Act funding to the contract and establish separate base and award fee pools for Recovery Act work
- Clause B. 2, "Estimated Cost, Base, and Award Fee," paragraph (b) is changed to read as follows
- "The total estimated cost of this contract remains: \$268,413,939 (This amount includes \$1,330,119 allocated to transition activities, and \$73,875,000 in Recovery Act funding already obligated to the contract)"
- Clause B. 2, "Estimated Cost, Base, and Award Fee," paragraph (c) is changed to include the following:
- The total base fee for Recovery Act funded work is \$1,404,172.
- Clause B. 2, "Estimated Cost, Base, and Award Fee," paragraph (d) is changed to include the following:
- The total available award fee for Recovery Act funded work is \$2,262,238.
- D. Section C, Performance Work Statement is hereby modified to delete the Performance Work Statement included in Modification M043 and incorporate the revised Performance Work Statement as shown in the attached replacement pages C-20 through C-22, and Table C3-2.
- E. The contractor agrees to comply with all Recovery Act requirements identified in Modification M043 clause H.999, and any reporting requirements since imposed.
- F. The contractor agrees to revise the performance baseline documentation submitted in accordance with Modification M043 H.38 to reconcile cost estimates and WBS elements, if necessary, consistent with the definitive modification.
- G. This supplemental agreement constitutes full and final settlement of all claims arising out of the definitization of Change Order Modification 043 and any other costs associated with this modification. Except as provided herein, all other terms and conditions of the contract remain in full force and effect.

**SECTION B****SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 TYPE OF CONTRACT -ITEMS BEING ACQUIRED**

This is a cost plus award fee (CPAF) type contract for the West Valley Demonstration Project interim end state. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS).

Performance under this contract shall be subject to the availability of funds from which payment for contract purposes can be made. The availability of funds is contingent on appropriations by Congress and New York State. Therefore, funding is subject to change based on actual appropriations and actual award date of the contract. Such funds will be provided for all allowable and allocable billings for cost and fee. It is anticipated that contract funding will be obligated on a quarterly basis throughout each fiscal year.

**B.2 ESTIMATED COST, BASE, AND AWARD FEE**

- (a) The Energy Employees Occupational Injury Compensation Program Act (EEOICPA) costs are separately funded by the Office of Environment, Safety and Health (EH). Costs associated with the Radiological Assistance Program (RAP) support are separately funded by the National Nuclear Security Administration (NNSA). The Contractor shall segregate these charges and report them separately.
- (b) Pursuant to the FAR clause 52.216-7, entitled "Allowable Cost and Payment," the total estimated cost of this contract is: \$268,413,939 (This amount includes \$1,330,119 allocated to transition activities), and \$73,875,000 in Recovery Act funding already obligated to the contract)"
- (c) The base fee is: \$3,581,630 (less transition) and the total base fee for Recovery Act funded work is \$1,404,172.
- (d) The award fee for this contract shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for the period may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously

paid or must repay any excess amount paid. Any unearned award fee from each evaluation period shall not be eligible to be earned in any future period(s). The total available award fee for the contract is \$8,956,883; and the total award fee for work funded by the Recovery Act Funding is \$2,262,238. Award fee available for each period is as set forth in the award fee plan. Should the anticipated scope of contract work per fiscal year increase or decrease by an estimated 10% or greater from the scope as priced in the contract for that year, the Contractor and Government will enter into good faith negotiations to revise the fee pool for that year (and subsequent years as may be appropriate) accordingly.

- (e) Pursuant to the FAR clause 52.232-22, entitled "Limitation of Funds," the total amount of incremental funding allotted to this contract is as shown in the most recent funding modification. It is estimated that this amount is sufficient to cover performance through the period identified in the most recent funding modification.
- (f) Financial Plans: Cost and Commitment Limitations. The Contractor shall comply with DOE issued Financial Plans which establish appropriation obligational control levels (i.e. an upper limit on incurred obligations or expenditures) in the performance of this contract. A Financial Plan is a document issued by DOE that provides the Contractor with the available funding by administrative control points. For example, the Contractor may only spend Project Baseline Summary (PBS) OH-WV-0020 funds on Safeguards and Security.

### B.3 AUTHORIZATION OF TRANSITION COSTS UNDER THE CONTRACT

- (a) Contract transition is a 30 to 60-day period of time prior to the date the Contractor assumes full responsibility. During the transition period, the Contractor shall perform those activities necessary to be prepared to assume full responsibility for the contract requirements. During the transition period, the Contractor shall bring to the site its management team and other staff necessary to plan and conduct those activities that provide for an orderly transfer of responsibilities and accountability. The Contractor shall coordinate its activities with DOE and the incumbent Contractor so as to accomplish these activities in a manner that will provide an effective transition of personnel and work activities while minimizing the cost of this effort.
- (b) The Contractor shall put into place any agreements it deems necessary between it and other site contractors/subcontractors for provision of services. Any agreement that requires DOE consent will be subject to a 30 day review and approval period. The Contractor shall obtain all necessary permits and licenses. Available government furnished facilities, property, services and items are identified in Section H and Section J.
- (c) All transition costs shall be included in the total estimated cost of this contract.

**SECTION C****WEST VALLEY DEMONSTRATION PROJECT PERFORMANCE WORK STATEMENT  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)****Purpose and Overview**

The purpose of this Performance Work Statement (PWS) is to incorporate work activities, as well as reporting and tracking and other requirements required by statute for work funded under the American Recovery and Reinvestment Act of 2009 (ARRA). The contract is a performance based contract and reflects the application of performance-based contracting approaches and techniques that emphasize results/outcomes and minimize "how to" performance descriptions.

The Contractor has the responsibility for total performance of the work scopes herein including determining the specific methods for accomplishing the work. The Contractor is responsible for all scheduling and coordination of the work scopes within this PWS with the work scopes identified within the prime contract PWS. The work scopes identified herein complement, complete or accelerate work scopes required under the prime contract. Due to the provision of ARRA funding to perform and track these work scopes separately, specific invoicing, reporting, tracking and monitoring of the work will be required. As an example although a work scope may be included and funded under the prime contract, efforts associated with accelerating the work scope using ARRA funds must be tracked and monitored separately.

This PWS covers ARRA work scopes performed during the period from May 1, 2009 through June 30, 2011. The Contractor shall provide all personnel, materials, supplies, and services and do all things necessary for or incident to completion of the work scopes identified herein. The Contractor is responsible for accomplishing work in a safe, compliant, effective and efficient manner. In addition, the Contractor is responsible for the operations, environment, safety, health and quality assurance within its own organization and its subcontractors. The Contractor shall be responsible for planning, integrating, managing, and executing the programs, projects, operations, and other activities as described in both the Prime Contract PWS and this PWS in compliance with regulations and mandates as set forth elsewhere in the contract. The Contractor shall provide all deliverables required by the contract and this PWS. Additionally, the Contractor shall integrate all work scopes identified herein into their baseline.

The following sections describe the specific work scopes to be accomplished under the contract. The Contractor is expected to optimize the integrated project schedule for safe, cost-effective execution of the planned work scope. Attachment C-1a provides a Definition of Terms as used in this Performance Work Statement

**C.1 WVDP ARRA WORK SCOPES****C1.1 ACCELERATION OF CURRENT CONTRACT WORKS SCOPES****C1.1.1 Contract Paragraph CC.1.3.1 Main Plan Process Building**

Current contract requires that the Contractor complete work scopes identified under subject paragraph no later than June 30, 2011. This modification accelerates performance of the work scope to recover from impacts to completing performance on the required schedule. The Contractor will achieve the contractually required Main Plan Process Building (MPPB) end state identified in paragraph C.1.3.1 of the Performance Work Statement (PWS) including the removal of all process piping and vessels (except as noted below) no later than June 30, 2011.

Tank	Location	Disposition
Low Enrichment Uranium Storage Tanks 5D-15A and 5D-15B	Uranium Process Cell (UPC)	Required for on-going liquid waste management operations
Condensate Catch Tan 3D-2k	Liquid Waste Cell (LWC)	Contractor shall demonstrate to DOE's satisfaction that each individual tank that the tank is dry and contains no free liquids, all piping has been removed and appropriately dispositioned, all penetrations in the tank have been capped, the tank itself meets the criteria for LLW, and the condition of each tank is such that it could be removed intact and disposed of with no further processing.
Plutonium Cycle Waste Catch/Hold Tank 4D-8		
1 <sup>st</sup> Uranium Cycle Waste Catch/Hold Tank 4D-10		
2 <sup>nd</sup> Uranium Cycle Waste Catch/Hold Tank 4D-13		
LLW Evaporator Feed Tank 7D-2		
Rework Evaporator Feed Tank 7D-8		
Hot Analytical Drain Catch Tank 7D-14		
Solvent Waste Catch Tank 13D-7		
Solvent Waste Hold Tank 13D-8		
Laundry and Analytical Drains Catch Tank 7D-13	Buried in Yard (near 01-14)	To be removed during MPPB demolition to take advantage of removal efficiencies.
Decon Waste Catch Tank 15D-6	Buried in Vault in Yard (near HEV)	
Waste Catch Tank 35104	Buried in Vault in Yard (near GCRX)	To be removed during MPPB demolition. Note: vessel has on-going use associated with continued safe storage of HLW canisters

#### **C1.1.2 MPPB Liquid Waste Solidification System**

Current Contract places responsibility for total performance of the work scopes, including determining the specific methods for accomplishing the work on the Contractor. The Contractor has determined that the most safe, efficient, and cost effective method of managing Liquid wastes generated during MPPB Decontamination and Decommissioning activities as required by paragraph C.1.2 of the current contract PWS is to solidify the waste prior to packaging and shipment. The contractor will obtain install and utilize a system for solidification of liquid wastes generated during MPPB D&D activities no later than September 30, 2010.

#### **C1.1.3 Installation of a Tank and Vault Drying System**

Current Contract paragraph C.1.3.4 requires the Contractor to isolate the Waste Tank Farm (WTF) by removal of residual liquids, eliminate or reduce the generation of new radioactive effluents, and eliminate and control future corrosion of the tanks without prejudicing the Decommissioning Record of Decision (ROD). The Contractor has determined and DOE has concurred that the best method of meeting the requirement to control or eliminate future corrosion of the tanks would be the installation of a drying system within the Tank and Vault drying system. Contractor will achieve installation of the approved drying system as identified in paragraph C.1.3.4 of the Performance Work Statement (PWS) no later than December 31, 2010.

#### **C.1.1.4 Accelerate Processing CH-TRU, Mixed and Legacy Low-Level Waste For Off-site Disposal**

The Current paragraph C.1.2.2 requires the Contractor to (a) The Contractor shall store, characterize, process, and package for disposal the TRU and MTRU waste in accordance with applicable laws, regulations and DOE directives. The TRU waste may be either contact-handled (CH) or remote-handled (RH); and (b) If authorized by the Government, the Contractor shall ship the TRU waste and MTRU waste offsite for storage or disposal in accordance with applicable laws, regulations and DOE directives. Waste shall be shipped to and accepted for storage at a DOE approved facility or for final disposition at a properly licensed and permitted disposal site. On October 9, 2008, the Deputy Assistant Secretary for Regulatory Compliance, Environmental Management issued Contract-Handled Transuranic Waste Packaging Instructions Revision 0 which provides specific direction regarding packaging of CH-TRU waste. The Contractor is required to process and package CH-TRU as directed in the above instructions, and comply with any future revisions to the instructions if so directed by DOE in accordance. All work is to be completed no later than June 30, 2011.

#### **C.1.1.5. North Plateau Groundwater Plume Mitigation**

Current contract paragraph C.2.4.1.2.1 states that upon receipt of DOE approval the Contractor may implement an alternate method for managing the NPP Strontium 90 migration that does not prejudice the Decommissioning Record of Decision (ROD). The Contractor has proposed and DOE has concurred with the installation of an in situ barrier system to achieve the mitigation of the Strontium 90 plume. The Contractor will achieve the contractually required North Plateau Plume Mitigation end state, including installation of the barrier wall as identified in paragraph C.1.4.1.2.1 of the Performance Work Statement (PWS) no later than December 31, 2010. All final documentation and reports, relative to performance of the barrier wall and final disposition of waste will be delivered no later than June 30, 2011.

#### **C.1.1.7 Decontamination and Demolition of 01-14 Building**

The contractually required end state for building O1-14 as identified on page C3-2 of Attachment C-3, Balance of Site Facilities Description and Status is hereby changed from "Decontaminated" to "Removed" as defined on page C1-2 of the contract. The Contractor will restore the below-grade demolition site by back filling with acceptable material and grading to match the contours of the surrounding area. The Contractor shall assure contamination levels meet RCRA Closure requirements. The area shall then be re-vegetated to prevent erosion. All work shall be completed no later than June 30, 2011.

Facility	Current Use	Previous Use	Facility Type	Current RCRA Status	Facility Construction	Contract Starting Point	Contract End State
Liquid Waste Treatment System	Volume reduce liquid wastes.	Originally used for fuel reprocessing; decontaminated and refurbished the plant areas to house the LWTS and used for treatment of mixed LLW and TRU wastes.	Nuclear - Hazard Category 3	NFA at this time other than groundwater monitoring. Subject to RCRA unit closure. (SWMU 18/18a)	A mixed waste liquid treatment system housed in many cells and areas of the MPPB.	Operable	Removed
01-14 Building (includes the Cement Solidification System [CSS] which is a RCRA interim status unit)	Cement Solidification System used for mixed waste solidification (Sodium Bearing Waste)	Historically (NFS)- Contained Acid Fractionator Cell, Off-Gas Treatment Cell (OGT), iodine removal equipment- constructed in '70-'71 to replace existing systems- never used; WVDP- retrofitted to support stabilization of supernatant into cement drums. Later- Sodium bearing waste process equipment.	Radiological	NFA at this time other than groundwater monitoring. CSS subject to RCRA unit closure. (SWMU 22)	41'x33'x60' high building. Service area outside walls: 12" concrete block. 2' RIC shielding walls and building pad; cell floor covered by 1/8" SS liner that extends 16" up the side of the walls. Contains IRTS Off Gas System components from Vit system. Contains 1 Pb shield window in work area. Includes cement silo on S side of building and Tank 7D-13.	Inactive	Removed